

RECORDATION NO. 23337 FILED

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1600 K STREET, NW  
SUITE 200  
WASHINGTON, D.C.  
20006-2973  
\_\_\_\_\_  
(202) 393-2266  
FAX (202) 393-2156

JAN 17 '01 9-33 AM  
TS  
SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

January 16, 2001

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of an Assignment and Assumption Agreement, dated December 18, 2000, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Seller/Assignor: General Electric Railcar  
Services Corporation  
33 West Monroe Street  
Chicago, IL 60603

Buyer/Assignee: Transport Capital Rail  
Partners, LLC  
70 West Madison Street  
Suite 1960  
Chicago, IL 60602

A description of the railroad equipment covered by the enclosed document is:

139 railcars bearing SLR reporting marks and road numbers within the series  
2500 to 4127

Mr. Vernon A. Williams  
January 16, 2001  
Page Two

A short summary of the document to appear in the index follows:

Assignment and Assumption Agreement between General Electric  
Railcar Services Corporation, Seller/Assignor, and Transport Capital  
Rail Partners, LLC, Buyer/Assignee, covering 139 railcars bearing SLR  
reporting marks and road numbers within the series 2500 to 4127.

Also enclosed is a check in the amount of \$27.00 payable to the order of the  
Surface Transportation Board covering the required recordation fee and cross-indexing  
fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", written in a cursive style.

Robert W. Alvord

RWA/anm  
Enclosures

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

JAN 17 '01

9-33 AM

(St. Lawrence &amp; Atlantic Railroad Company)

**SURFACE TRANSPORTATION BOARD**

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated December 18, 2000 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Transport Capital Rail Partners, LLC, a Delaware limited liability company (the "Buyer").

**WITNESSETH:**

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of December 1, 2000 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer on the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

1. Definitions. Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. Assignment. Effective as to each unit of Equipment, on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations under the Per Diem Agreement (the "Assigned Operative Agreement") as it relates to such unit.

Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any rights to indemnification for tax and other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. Acceptance of Assignment; Assumption of Obligations; Effect of Assignment. The Buyer accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, assumes all obligations of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Assigned Operative Agreement. Effective on and after the Closing Date, the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Assigned Operative Agreement with respect to the units and each reference in the Assigned Operative Agreement to the Seller shall be deemed to mean the Buyer, insofar as the units are concerned. The Seller, in respect of the period on and after the Closing Date, is released of all obligations of the lessor of the units under the Assigned Operative Agreement.

4. Definitions. Except as otherwise specified or as the context may otherwise require, the following terms have the respective meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Bill of Sale: as to a unit of Equipment, a bill of sale in the form of Exhibit I hereto.

Closing Date: as to a unit of Equipment and related Ownership Interest, the date of the Bill of Sale.

Equipment: the equipment listed on Exhibit A hereto, together with each and every part, accessory, component and any equipment installed therein or attached thereto owned by the Seller (individually such railcars shall be referred to as a "unit" or "unit of Equipment").

Lessee: St. Lawrence & Atlantic Railroad Company.

Per Diem Agreement: that certain Schedule No. 14 to Per Diem Lease Agreement No. 8165-92-01, dated as of May 17, 1999, between the Seller and Lessee (referencing Class II and Class III Railroad Per Diem Lease 8165-92-01, dated as of October 6, 1992, between the Seller and Lessee).

Ownership Interest: the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Assigned Operative Agreement with respect to such Equipment.

5. Amendments. No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. Notices. All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 10.5 of the Purchase Agreement.

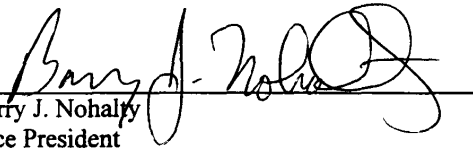
7. Headings. The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to the conflict of law rules thereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES  
CORPORATION**

By:   
Barry J. Nohaly  
Vice President

**TRANSPORT CAPITAL RAIL PARTNERS,  
LLC**

By: TRANSPORT CAPITAL, LLC  
Its: Manager

By: \_\_\_\_\_  
D. Stephen Menzies  
President

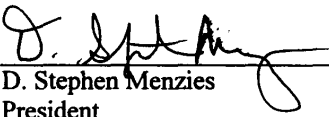
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES  
CORPORATION**

By: \_\_\_\_\_  
Barry J. Nohalty  
Vice President

**TRANSPORT CAPITAL RAIL PARTNERS,  
LLC**

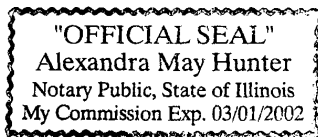
By: TRANSPORT CAPITAL, LLC  
Its: Manager

By:  \_\_\_\_\_  
D. Stephen Menzies  
President

State of Illinois     )  
                              )  
County of Cook        )

On this, the 15<sup>th</sup> day of December, 2000, before me, a Notary Public in and for said County and State, personally appeared Barry J. Nohalty, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

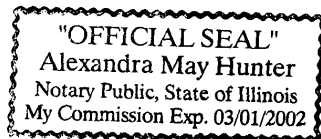


*Alexandra May Hunter*  
Name: Alexandra May Hunter  
Notary Public  
My Commission Expires: 03/01/02  
Residing in: Illinois

State of Illinois )  
 )  
County of Cook )

On this, the 5th day of December, 2000, before me, a Notary Public in and for said County and State, personally appeared D. Stephen Menzies, the President of Transport Capital LLC, a Manager of Transport Capital Rail Partners, LLC, who acknowledged himself to be a duly authorized officer of Transport Capital LLC, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Alexandra May Hunter  
Name: Alexandra May Hunter  
Notary Public  
My Commission Expires: 03/01/02  
Residing in: Illinois

**EXHIBIT I**

**BILL OF SALE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to Transport Capital Rail Partners, LLC ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Exhibit A hereto (the "Equipment"), subject to the terms and conditions of the Purchase Agreement, dated as of December 1, 2000, between Seller and Buyer (the "Purchase Agreement"), and the Assignment and Assumption Agreement, dated December \_\_, 2000, between Seller and Buyer.

Seller represents and warrants to Buyer and its successors and assigns that at the time of delivery of the Equipment, Seller had legal title thereto and good and lawful right to sell the Equipment, and the Equipment was free and clear of all Liens (as defined in the Purchase Agreement), other than as described in Section 3.3 of the Purchase Agreement.

**GENERAL ELECTRIC RAILCAR SERVICES  
CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2000

## Exhibit A

## Equipment

[illegible]

**Exhibit A**  
Equipment

<u>Count</u>	<u>Car Initial</u>	<u>Car #</u>	<u>Lessee/Customer</u>	<u>Contract #</u>
58	SLR	2575	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
59	SLR	2577	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
60	SLR	2578	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
61	SLR	2579	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
62	SLR	2580	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
63	SLR	2582	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
64	SLR	2585	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
65	SLR	2587	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
66	SLR	2588	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
67	SLR	2590	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
68	SLR	2592	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
69	SLR	2593	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
70	SLR	2594	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
71	SLR	2595	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
72	SLR	2596	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
73	SLR	2600	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
74	SLR	2602	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
75	SLR	2603	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
76	SLR	2605	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
77	SLR	2609	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
78	SLR	2610	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
79	SLR	4000	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
80	SLR	4017	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
81	SLR	4021	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
82	SLR	4026	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
83	SLR	4036	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
84	SLR	4037	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
85	SLR	4041	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
86	SLR	4050	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
87	SLR	4053	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
88	SLR	4056	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
89	SLR	4066	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
90	SLR	4072	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
91	SLR	4074	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
92	SLR	4082	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
93	SLR	4087	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
94	SLR	4088	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
95	SLR	4089	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
96	SLR	4090	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
97	SLR	4097	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
98	SLR	4100	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
99	SLR	4104	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
100	SLR	4105	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
101	SLR	4108	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
102	SLR	4111	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
103	SLR	4112	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
104	SLR	4114	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
105	SLR	4121	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
106	SLR	4124	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-01
107	SLR	2508	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
108	SLR	2525	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
109	SLR	2536	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
110	SLR	2545	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
111	SLR	2551	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
112	SLR	2553	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
113	SLR	2568	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
114	SLR	2569	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02

**Exhibit A**  
Equipment

<b><u>Count</u></b>	<b><u>Car Initial</u></b>	<b><u>Car #</u></b>	<b><u>Lessee/Customer</u></b>	<b><u>Contract #</u></b>
115	SLR	2584	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
116	SLR	2589	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
117	SLR	2591	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
118	SLR	2597	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
119	SLR	2604	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
120	SLR	2606	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
121	SLR	2607	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
122	SLR	4011	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
123	SLR	4016	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
124	SLR	4045	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
125	SLR	4046	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
126	SLR	4047	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
127	SLR	4048	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
128	SLR	4052	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
129	SLR	4060	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
130	SLR	4067	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
131	SLR	4069	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
132	SLR	4071	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
133	SLR	4077	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
134	SLR	4099	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
135	SLR	4107	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
136	SLR	4113	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
137	SLR	4117	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
138	SLR	4118	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02
139	SLR	4127	St. Lawrence & Atlantic Railroad	8165-92-01-014-00-00-02